

## COMMERCIAL SALE CONTRACT

THIS COMMERCIAL SALE CONTRACT (this "Contract") is made in September, 2007, by and between **THE CITY OF CRYSTAL CITY, MISSOURI** (hereinafter referred to as "Buyer"), and **PPG INDUSTRIES, INC.**, a Pennsylvania corporation (hereinafter referred to as "Seller"), effective on the date fixed herein.

1. Parties and Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of Seller's property located in the City of Crystal City, County of Jefferson, Missouri, consisting of approximately 242 acres, identified in the tax records office of the City of Crystal City, Missouri as parcels 192.004.0 002, 192.004.0 003, 192.004.0 006, and 193.005.04001002 (hereinafter collectively referred to as the "Property"), subject to verification in the final Title Report and Survey (as those terms are hereinafter defined) in accordance with the provisions set forth below.

2. Inclusions and Exclusions. The Property includes all right, title and interest of Seller in any and all existing improvements, buildings, structures, fixtures, equipment, apparatus, machinery, appliances and other personal property of any kind, air rights, water rights, mineral rights, crops, trees, shrubbery, rents, profits, royalties, tolls, earnings, leases, tenements, inherited rights, appurtenances, security deposits, easements and rights-of-way pertaining to the Property, whether now or hereafter placed or installed on the Property or used or useful in connection with the operation of the Property.

3. Purchase Price. Buyer shall pay to Seller as the purchase price for the Property the sum of Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) in lawful money of the United States of America (hereinafter referred to as the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) Earnest money ("Earnest Money") in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), shall be tendered by Buyer with this Contract, payable and delivered to Hillsboro Title Company, agent for Chicago Title Insurance Company, as escrow agent (hereinafter referred to as the "Title Company"). If any Earnest Money check tendered by Buyer is returned for insufficient funds, or otherwise, Seller may promptly terminate this Contract by written notice to Buyer. Title Company shall deposit the Earnest Money within three (3) days of the full execution of this Contract by the parties in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Interest shall accrue to the benefit of Buyer and such interest shall be applied to the Purchase Price at Closing.

(b) At Closing (as that term is hereinafter defined), subject to adjustments described herein, Buyer shall deliver to Title Company the balance of the Purchase Price in the amount of Two Million and No/100 (\$2,000,000.00), as adjusted on the final closing statement, in immediately available funds in the form of cashier's check, bank check or wire transfer.

4. Closing and Conveyance of Title. The closing of this sale (referred to herein as the "Closing") shall take place on a mutually agreeable date not later than fifteen (15) days after the expiration of the Due Diligence Period (as that term is hereinafter defined).

5. Seller's Obligations.

(a) Seller shall execute and/or promptly deliver the following to the Title Company at the Closing for recording or delivery to Buyer as appropriate: (1) a Special Warranty Deed to the Property constituting realty in recordable form, subject to real estate taxes for the year of Closing and thereafter, special taxes becoming a lien after the Closing Date, all restrictions, easements, building lines, conditions and other matters of record, zoning regulations and other Permitted Exceptions (as that term is hereinafter defined); (2) if necessary, a Bill of Sale to any portion of the Property constituting personal property, in form and content acceptable to Buyer and Seller, (3) any keys or security cards in Seller's possession to any part of the Property; (4) evidence of Seller's good standing, authority, related customary documents and instruments as may be reasonably required by the Title Company; (5) a Certification of Nonforeign Status, including Seller's United States Taxpayer Identification Number, stating that Seller is not a foreign person; (6) Affidavits, as to rights of parties in possession, mechanics' liens and claims, as may be reasonably required by the Title Company in order to issue Buyer's Policy of Title Insurance (as that term is hereinafter defined) with the standard exceptions as to rights of parties in possession and mechanics' liens deleted; (7) the Settlement Statement (as that term is hereinafter defined); and (8) any other documents reasonably required by the Title Company to consummate the transaction contemplated by this Contract. To the extent any of the foregoing items to be delivered to Buyer have already been delivered as a Seller's Deliverable (as hereinafter defined), Seller shall have no obligation to deliver said item again at Closing.

(b) Buyer shall not be obligated to close hereunder unless: (1) Seller delivers, pays and executes all monies, items and other instruments required to be delivered, paid and/or executed by Seller herein no later than Closing; (2) Seller's Covenants, Representations and Warranties (as that term is hereinafter defined) are materially true and correct as of Closing; and (3) Buyer can obtain from Title Company at Closing an Owner's Policy of Title Insurance insuring fee simple title to and ownership of the Property in Buyer in the amount of the Purchase Price on ALTA Form B with exceptions on Schedule B thereof only for the Permitted Exceptions (as that term is hereinafter defined) (referred to herein as "Buyer's Policy of Title Insurance").

6. Buyer's Obligations.

(a) Buyer shall execute and/or deliver the following to the Title Company at the Closing for recording or delivery to Seller as appropriate: (1) the balance of the Purchase Price in accordance with Section 3(b) above; (2) Buyer's share of the Closing costs, prorations and any other expenses provided to be paid by Buyer by this Contract; (3) the Settlement Statement; and (4) Any other documents

reasonably required by the Title Company to consummate the transaction contemplated by this Contract.

(b) Seller shall not be obligated to close hereunder unless: (1) Buyer delivers, pays and executes all monies, items, and any other instruments required to be delivered, paid and/or executed by Buyer herein no later than Closing; (2) Buyer's Covenants, Representations and Warranties (as that term is hereinafter defined) are materially true and correct as of Closing; and (3) Buyer has complied with all of the requirements of the Certificates of Completion (as that term is hereinafter defined).

7. Closing Costs and Prorations. Closing costs and prorations are agreed to be paid by the parties as follows:

(a) Seller shall pay or be responsible for (where applicable): (1) one-half of the Title Company closing and escrow charges and other charges customarily paid by a seller of real estate in Jefferson County, Missouri; and (2) any existing liens (recorded or unrecorded) and any existing loans on the Property.

(b) Buyer shall pay or be responsible for (where applicable): (1) recording fees and one-half of the Title Company closing and escrow charges and other charges customarily paid by a buyer of real estate in Jefferson County, Missouri; (2) the title insurance premium for the Buyer's Policy of Title Insurance and any charges associated with the title examination of the Property or the issuance of a commitment to issue title insurance and title insurance charges for the Lender's Policy of Title Insurance, if any; (3) any hazard, liability or flood insurance premium on the Property from and after Closing; (4) any fees for appraisals ordered by or for Buyer; (5) the cost of any Survey ordered by Buyer; (6) any fees for building inspections, environmental studies and any other inspections or studies ordered by or for Buyer; and (7) special taxes and assessments levied or becoming due after Closing.

(c) Buyer and Seller shall prorate and adjust between them on the basis of the actual number of days in the year/month, with Seller to pay expenses and to receive income until midnight the day of Closing, all expenses related to the Property and all real estate taxes and general and special assessments based on the most recent information available.

(d) All of the above Closing costs and prorations shall be itemized on a settlement statement prepared by the Title Company and executed by Buyer and Seller at or prior to Closing ("Settlement Statement").

8. Buyer's Due Diligence Period. This Contract and Buyer's obligations hereunder are specifically made contingent upon Buyer's satisfaction or waiver of the following items on or before the expiration of the Due Diligence Period (as that term is hereinafter defined):

(a) Title and Survey Inspection. Seller has previously ordered from the Title Company a current commitment to issue the Buyer's Policy of Title Insurance (together with all exception documents referenced therein, hereinafter collectively referred to as the "Title Report"). Buyer may, at its cost, order a survey of the Property

(the "Survey"). Promptly upon receipt thereof, Seller shall deliver to Buyer the Title Report. In the event that Buyer elects to obtain a Survey of the Property, Buyer shall deliver a copy of such Survey to Seller promptly after receipt thereof. Buyer shall have seventy-five (75) days from the Effective Date (as that term is hereinafter defined) (hereinafter referred to as the "Due Diligence Period"), in which to review the Title Report and Survey. During the Due Diligence Period, Buyer may notify Seller in writing of any matters shown by the Survey and/or Title Report that are unacceptable to Buyer (hereinafter referred to as "Buyer's Title Objections"). Failure by Buyer to notify Seller of Buyer's Title Objections within Due Diligence Period will constitute a waiver by Buyer of any objections to the Survey or Title Report. Any item shown on the Title Report or Survey for which Buyer does not deliver Buyer's Title Objections within the Due Diligence Period or for which Buyer agrees to waive Buyer's Title Objections will be deemed approved by Buyer and are referred to herein as "Permitted Exceptions." Notwithstanding the foregoing, to the extent that any title defect is a deed of trust or other lien that can be cured by the payment of money, any such matter shall be deemed to be objected to by Buyer and shall be cured at Closing by an application of an appropriate amount from the sale proceeds to the extent there will be sufficient proceeds available at Closing or, alternatively, Seller shall be required to provide sufficient funds at Closing in order to satisfy any such matter.

(b) Property and Records Inspection. During the Due Diligence Period, Buyer and Buyer's representatives may, at Buyer's option, expense and sole liability conduct such examinations, tests, inspections, structural and systems reports, environmental studies and other studies of the Property as Buyer shall deem desirable, and to review and inspect Seller's Deliverables (hereinafter collectively referred to as "Buyer's Property and Records Inspection"). Seller agrees to permit Buyer or its representatives to enter the Property for such purposes upon reasonable notice to Seller, provided that such investigations do not cause any damage to the Property and that any such damage is immediately repaired by Buyer. Buyer shall be liable to Seller for the acts of any representative, contractor or consultant that Buyer may engage, and Buyer shall cause each to maintain adequate insurance at all times while performing any property inspection. Buyer agrees that the results of any inspection or test and the reports or conclusions of Buyer and Buyer's representatives shall be kept confidential (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney, accountants, lenders and other parties reasonably necessary to enable Buyer to purchase the Property. During the Due Diligence Period, Buyer shall notify Seller in writing of its approval or disapproval of Buyer's Property and Records Inspection. Buyer shall indemnify Seller against any mechanic's liens or other claims, costs, liabilities or expenses (including attorneys' fees) against Seller, the Property or Seller's ownership therein resulting from Buyer's entry upon the Property or from Buyer's inspection, examinations, or other work performed by or through Buyer and shall restore any damage to or alteration of the Property. The foregoing indemnification and restoration obligations of Buyer shall survive Closing or the termination of this Contract. If Buyer notifies Seller in writing that it has not satisfied or waived each of the above contingencies on or before the expiration of the Due Diligence Period, this Contract shall, at the close of business on said date, terminate without further action of the parties, and in such event, all of the Earnest Money and interest thereon shall be promptly returned to Buyer. If Buyer fails to notify Seller in writing on or before

the expiration of the Due Diligence Period that any contingency has not been satisfied or waived, such contingency shall be deemed satisfied and this Contract shall continue in full force and effect.

(c) Buyer's Title Objections; Seller's Time to Respond. If Buyer does timely notify Seller (on or before the expiration of the Due Diligence Period) in writing of Buyer's Title Objections, Seller shall have five (5) calendar days from receipt of said notice to either: (a) agree in writing to correct Buyer's Title Objections, at Seller's expense, on or before Closing; or (b) refuse to correct some or all of Buyer's Title Objections. Failure by Seller to respond in writing within the stated time period (as the same may be extended) shall constitute a refusal to correct all objections of Buyer.

(d) Buyer's Time to Respond. In the event Seller refuses to correct any or all of Buyer's Title Objections, Buyer shall have five (5) calendar days from the expiration date of such contingency to either: (i) waive Buyer's Title Objections and proceed to Closing hereunder; or (ii) terminate this Contract, whereupon all Earnest Money and interest thereon shall be promptly returned to Buyer.

(e) Extension of Closing Date. If Buyer's or Seller's time to respond, or the cure of any of Buyer's Title Objections, extends beyond the date set for Closing, the Closing shall be automatically extended to the date by which the response must be received by the other party or for such reasonable period of time as may be required to cure any of Buyer's Title Objections. In the event any of the stated periods above for Buyer's satisfaction of its contingencies are extended, the date set for Closing shall be automatically extended for a corresponding number of days.

#### 9. Seller's Covenants, Representations and Warranties.

(a) Seller covenants, represents and warrants to Buyer as follows (referred to herein as "Seller's Covenants, Representations and Warranties"), which covenants, representations and warranties shall be considered made as of the Effective Date and again as of Closing except to the extent that Seller obtains knowledge or notice after the date Seller executes this Contract of any fact or facts which would make any covenant, representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Buyer in writing prior to Closing, in which case Buyer shall not be obligated to close hereunder: (i) from the Effective Date until Closing, Seller shall not execute any leases or contracts (or any modifications to any of same) affecting the Property which shall be binding on the Property or Buyer after Closing without the prior written consent of Buyer; (ii) from the Effective Date until Closing, Seller shall pay on a timely basis all bills and discharge all of Seller's obligations arising from ownership, operation, management, repair and maintenance of the Property as payments become due; (iii) Seller is and will be at the time of Closing the owner in fee simple of the Property; (iv) Seller has the authority and capacity to enter into and perform this Contract; (v) Seller is not bankrupt or insolvent; (vi) to Seller's actual knowledge and without any inquiry or investigation or duty of inquiry or investigation, except in connection with the Kerr Letter (as hereinafter defined), Seller has not received notice of and is not aware of any pending or threatened litigation, suit, proceeding or eminent domain action affecting the

Property; and (vii) there shall be no tenancies or occupancies affecting the Property as of Closing except as disclosed in matters of record.

(b) Within ten (10) days after the Effective Date, Seller shall deliver to Buyer the following documents (collectively referred to herein as the "Seller's Deliverables"): (i) copies of any environmental audits or inspection reports respecting the Property in Seller's possession or control, (ii) to the extent in Seller's possession or control, all site plans, building plans, drawings and specifications of the Property and any improvements thereon, (iii) any title insurance policies and surveys Seller has respecting the Property, and (iv) copies of any service and/or maintenance contracts affecting the Property and entered into by Seller.

(c) Seller's Covenants, Representations and Warranties and Seller's liability for breach thereof shall survive for a period not to exceed one (1) year from the date of Closing.

10. Buyer's Covenants, Representations and Warranties.

(a) Buyer covenants, represents and warrants to Seller as follows ("Buyer's Covenants, Representations and Warranties") which covenants, representations and warranties shall be considered made as of the Effective Date and again as of Closing except to the extent that Buyer obtains knowledge or notice after the date Buyer executes this Contract of any fact or facts which would make any covenant, representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Seller in writing prior to Closing in which case Seller shall not be obligated to close hereunder: (i) Except as specifically set forth in Seller's Covenants, Representations and Warranties, Buyer is relying on its own investigation and inspection of the Property, Title Report, Survey, Buyer's Property and Records Inspection or any other permitted contingencies, all to the extent conducted by Buyer, in Buyer's judgment, and Buyer will take title to the Property in its **AS IS, WHERE IS CONDITION WITH ALL FAULTS BOTH LATENT AND PATENT** based solely on such investigation and inspection, and Buyer acknowledges and agrees that Seller and its representative(s) have not made any warranty or representation, express or implied, written or oral concerning the Property except as set forth in Seller's Covenants, Representations and Warranties; (ii) Buyer has the authority and capacity to enter into and perform this Contract, and the person who executes this Contract on behalf of Buyer represents and warrants that such person has been authorized to do so; (iii) Buyer is not bankrupt or insolvent; and (iv) Buyer shall neither encumber nor cause any liens to be created against the Property in any way, nor record this Contract or a memorandum hereof, prior to Closing.

(b) Buyer hereby acknowledges receipt of: (i) the Certificate of Completion issued by the Missouri Department of Natural Resources dated as of May 17, 2002, (ii) the Declaration of Restrictive Covenant and Grant of Easement dated as of April 18, 2002 executed in connection therewith, as recorded in the Recorder of Deeds Office of Jefferson County, Missouri as Instrument Number 020021117, (iii) the Certificate of Completion issued by the Missouri Department of Natural Resources dated as of April 19, 2007, and (iv) the Declaration of Restrictive Covenant and Grant of Easement dated as of February 22, 2007 executed in connection therewith, as

recorded in the Recorder of Deeds Office of Jefferson County, Missouri as Instrument Number 2007R-011683 (collectively referred to herein as the "Certificates of Completion"). Buyer hereby agrees to be bound by and to observe and comply with all of the obligations, duties, conditions and restrictions set forth in the Certificates of Completion. Buyer further agrees that the Certificates of Completion shall be Permitted Exceptions in accordance with Section 8(a) above. Buyer acknowledges that, pursuant to the terms of the Certificates of Completion, Buyer may be required to enter into a contract with the Missouri Department of Natural Resources containing Activity and Use Limitations, as more particularly set forth in the Certificates of Completion.

(c) Buyer hereby acknowledges receipt of that certain letter dated August 9, 2007 from Tom Kerr to Mr. Edward D. Meyers, Lechner Realty Group, Inc., a copy of which is attached hereto, regarding the potential claims of Tom Kerr with respect to the Property and Seller (hereinafter referred to as the "Kerr Letter"). Notwithstanding anything contained herein to the contrary, Buyer hereby agrees to indemnify and hold Seller harmless from any and all liability, claims or actions by Tom Kerr, Fiesta Corporation, or any other person or entity asserting a claim thereunder (hereinafter collectively referred to as "Kerr") with respect to Seller or the Property, including without limitation, all of the potential claims raised, alluded to or inferred in the Kerr Letter. Such indemnification shall also include any environmental remediation now or hereafter required in connection with the easement purportedly held by Kerr over the Property.

(d) Buyer's Covenants, Representations and Warranties and Buyer's liability for breach thereof, and Buyer's obligations under the Certificates of Completion, shall survive Closing and shall not be merged into any deed or other document given at Closing.

11. Agency Disclosure and Brokerage Commission. Seller and Buyer agree that no real estate brokers have been involved with this sale. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

12. Remedies Upon Default. If either party defaults in the performance of any obligation of this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and, unless otherwise mutually agreed to by the parties in writing, said defaulting party shall have ten (10) days upon receipt of such notice to cure such default. In the event of litigation (including mediation/arbitration, if applicable) between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fees. This provision shall survive closing.

(a) In the event that any of Buyer's Covenants, Representations or Warranties contained herein are materially untrue or if Buyer shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein which are to be performed by Buyer, Seller shall have the right to retain the Earnest Money on account of the Purchase Price of the Property as liquidated damages, in which event this Contract shall become null and void and both parties shall thereupon be released of all further liability hereunder. It is hereby agreed that, without resale, Seller's damages will be difficult of ascertainment and that the Earnest Money constitutes a reasonable liquidation thereof and not a penalty. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Seller may have at law or in equity for Buyer's default or breach of Section 8(b) above.

(b) In the event that any of Seller's Covenants, Representations or Warranties contained herein are materially untrue or if Seller shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein which are to be performed by Seller, then Buyer, as its sole exclusive remedy, shall either:

(i) Elect to close the purchase of the Property pursuant to the provisions hereof (but no other action, for damages or otherwise, shall be permitted);

(ii) Specifically enforce the provisions of this Contract; provided that any action by Buyer for specific performance must be filed, if at all, within thirty (30) days of Seller's default, and the failure to file within such period shall constitute a waiver by Buyer of such right and remedy. In addition, Seller shall reimburse Buyer for all costs associated with enforcing this Contract pursuant to this Section 12(b)(ii), including reasonable attorney fees; provided, however, Seller shall not be responsible for any such fees and costs in excess of Ten Thousand and No/100 Dollars (\$10,000.00) in the aggregate; or

(iii) Cancel and terminate this Contract, whereupon Buyer shall receive a refund of the Earnest Money and neither party hereto shall have any further obligation or liability to the other hereunder (except with respect to those provisions of this Contract which expressly survive the termination hereof); Buyer hereby waiving any right or claim to damages for Seller's breach.

### 13. Casualty and Eminent Domain.

(a) Casualty. If the Property is materially damaged or destroyed after the Effective Date and prior to Closing, Seller shall immediately notify Buyer in writing of the damages or destruction and the amount and terms of insurance proceeds available, if any. Notwithstanding any casualty to any improvements on the Property, this Contract shall continue in full force and effect and Buyer shall proceed with the Closing and be entitled to all insurance proceeds, if any, payable to Seller under all policies insuring the Property.

(b) Eminent Domain. In the event that prior to Closing, any portion of the Property is taken by eminent domain, or becomes the subject of eminent

domain proceedings, threatened or commenced, Seller shall immediately notify Buyer in writing thereof, and provide Buyer with copies of any written communication from any condemning authority. If any of said events shall occur, Buyer may terminate this Contract by written notice to Seller within ten (10) calendar days after Buyer has received Seller's written notice, in which event the Earnest Money shall be returned to Buyer. If Buyer elects to close, then: (i) if the transfer to the condemning authority takes place prior to Closing hereunder, the remainder of the Property shall be conveyed to Buyer at Closing hereunder; (ii) if the transfer to the condemning authority has not taken place prior to Closing, the entire Property shall be conveyed to Buyer at Closing hereunder; (iii) if Seller has received payment for such condemnation or taking prior to the Closing hereunder, the amount of such payment shall be a credit against the Purchase Price payable by Buyer hereunder; and (iv) if Seller has not received such payment at the time of Closing, Seller shall assign to Buyer all claims and rights to or arising out of such taking, including the right to conduct any litigation in respect of such condemnation.

14. Notices. Any and all notices required or permitted hereunder shall be in writing and shall be deemed given upon receipt and shall be delivered by: (i) personal delivery; (ii) United States registered or certified mail, return receipt requested; or (iii) overnight commercial package courier or local delivery service; in all events prepaid and addressed:

To Seller: PPG Industries, Inc.  
One PPG Place  
Pittsburgh, PA 15272  
Attn: Richard N. Marks,  
Manager, Corporate Real Estate

With a copy to: Matthew D. Whitworth  
Meyer, Unkovic & Scott LLP  
1300 Oliver Building  
Pittsburgh, PA 15211

To Buyer: City of Crystal City  
120 Mississippi Avenue  
Crystal City, Missouri 63019  
Attn: Robert French,  
Building Commissioner

Each party shall have the right to change its foregoing address by not less than ten (10) days' written notice to the other party.

15. Assignability of Contract. Buyer shall not assign this Contract without Seller's consent. Upon Buyer's assignment of this Contract in accordance with the terms hereof, such assignee shall be deemed substituted for the named Buyer, and such assignee shall be deemed to have assumed Buyer's obligations hereunder, without any release of Buyer.

16. Time is of the Essence. Time is of the essence in the performance of the obligations of the parties under this Contract.

17. Binding Effect. This Contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators, successors and assigns.

18. Governing Law. This Contract shall be considered a Contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri.

19. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by both Buyer and Seller.

20. Construction. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter in gender, according to the context.

21. Saturdays, Sundays and Holidays. If any date for the occurrence of an event or act under this Contract falls on a Saturday, Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

22. Effective Date. The "Effective Date" of this Contract is the date of the last of Buyer or Seller to execute this Contract as an accepted contract.

23. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same Contract.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the day and in the year set forth below.

WITNESS:

**BUYER:**  
THE CITY OF CRYSTAL CITY,  
MISSOURI

Dana McCreany  
Dana McCreany  
Acting City Clerk

By: Thomas V. Scully  
Name: THOMAS V. SCULLY  
Title: MAYOR

Signed by Buyer this 10 day of Sept., 2007.

WITNESS:

**SELLER:**  
PPG INDUSTRIES, INC., a Pennsylvania  
corporation

Markus

By: Maurice V. Peconi  
Name: Maurice V. Peconi  
Title: Vice President

Signed by Seller this 13<sup>th</sup> day of Sept., 2007.